

**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**KING COUNTY CORRECTIONS GUILD**  
**DEPARTMENT OF ADULT AND JUVENILE DETENTION**

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295U0103\_Attach)

SETTLEMENT AGREEMENT - BEFORE PERC NO. 14392-U-99-3565

**AGREEMENT BETWEEN**  
**KING COUNTY CORRECTIONS GUILD**  
**AND**  
**KING COUNTY**  
**January 1, 2004 THROUGH December 31, 2006**

**ARTICLE 1: POLICY AND PURPOSE**

**Section 1. Policy.** These articles constitute an Agreement, terms of which have been negotiated in good faith between King County and its Department of Adult and Juvenile Detention, hereinafter referred to as the Employer, and King County Corrections Guild, hereinafter referred to as the Guild. This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

**Section 2. Purpose.** The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing; to be represented by such organizations in matters concerning their employment relations with King County; and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

**Section 3.** The Employer and the Guild agree that they will not illegally discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical handicap.

1 **ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP**

2       **Section 1. Exclusive Recognition.** The King County Council recognizes the signatory  
3 organization, Certification No. 12491-E-96-2087, as certified on September 10, 1996, as representing  
4 regular full-time Correction Officers and Correction Sergeants employed by King County Department  
5 of Adult and Juvenile Detention. Provisional employees are not covered by the terms of this  
6 Agreement. If the County decides to use part-time positions to perform work currently performed by  
7 Guild members, those part-time employees will be represented by the Guild. The County will bargain  
8 with the Guild concerning wages, hours and working conditions for such part-time employees.

9       **Section 2. Guild Membership.** It shall be a condition of employment that all regular, full-  
10 time employees shall become members of the Guild and remain members in good standing or pay an  
11 agency fee to the Guild for their representation to the extent permitted by law. It shall also be a  
12 condition of employment that regular, full-time employees covered by this Agreement and hired on or  
13 after its effective date shall, on the thirtieth day following such employment, become and remain  
14 members in good standing in the Guild or pay an agency fee to the Guild for their representation to the  
15 extent permitted by law.

16       Provided, that employees with a bona fide (as determined by the Public Employment Relations  
17 Commission) religious objection to Guild membership and/or association shall not be required to  
18 tender those dues or initiation fees to the Guild as a condition of employment. Such employee shall  
19 pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity  
20 mutually agreed upon between the public employee and the Guild. The employee shall furnish written  
21 proof that payment to the agreed upon non-religious charity has been made. If the employee and the  
22 Guild cannot agree on the non-religious charity, the Public Employment Relations Commission shall  
23 approve the charitable organization. It shall be the obligation of the employee requesting or claiming  
24 the religious exemption to show proof to the Guild that he/she is eligible for such exemption. All  
25 initiation fees and dues paid to the charity shall be for non-political purposes.

26       **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a  
27 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount  
28 of dues as certified by the secretary of the signatory organization and shall transmit the same to the

1 treasurer of the signatory organization.

2       The signatory organization will indemnify, defend, and hold the County harmless against any  
3 claims made and against any suit instituted against the County on account of any check-off of dues for  
4 the signatory organization. The signatory organization agrees to refund to the County any amounts  
5 paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

6       At the time of bargaining the Agreement, the County was planning on moving to a new payroll  
7 system. Once the new payroll system is implemented for the bargaining unit, the County will allow  
8 employees to authorize deduction for Guild initiation fees. Provided, that deduction for initiation fees  
9 shall only be allowed if the new payroll system can accommodate such deductions.

10       **Section 4. New Hires.** The County will require all new employees, hired in a position  
11 included in the bargaining unit, to sign a form (in triplicate), which will inform them of the Guild's  
12 exclusive recognition.

13       **Section 5. Employment Lists.** The County will transmit to the Guild a current listing of all  
14 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice  
15 per calendar year. Such list shall include the name of the employee, classification, department, and  
16 salary.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 It is recognized that the Employer retains the right to manage the affairs of the County and to  
3 direct the work force. Such functions of the Employer include, but are not limited to:

4 A. determine the mission, budget, organization, number of employees, and internal  
5 security practices of the Department of Adult and Juvenile Detention;

6 B. recruit, examine, evaluate, promote, train, transfer employees of its choosing, and  
7 determine the time and methods of such action;

8 C. Discipline, including but not limited to, suspending, demoting, or dismissing  
9 employees for just cause; provided that when a transfer is intended as a disciplinary sanction, it is  
10 subject to the Just Cause requirement;

11 D. assign, direct and reduce the work force; develop and modify class specifications  
12 and assign positions to such classes; determine the method, materials, and tools to accomplish the  
13 work; designate duty stations and assign employees to those duty stations. Management will not  
14 replace or reclassify uniform positions with non-uniform positions for the duration of this Agreement;

15 E. establish reasonable work rules; assign the hours of work and take whatever actions  
16 may be necessary to carry out the Department of Adult and Juvenile Detention's mission in case of  
17 emergency.

18 F. The right to define and implement a new bi-weekly payroll system is vested  
19 exclusively in the County. The parties recognize the County's exclusive right to make changes  
20 necessary to implement such payroll system. The County may implement a bi-weekly pay period, but  
21 will negotiate the effects of implementation.

22 G. Uniforms: the Department may change or modify its requirement with respect to  
23 the uniforms worn by its employees.

**ARTICLE 4: UNION REPRESENTATION**

**Section 1. Appointment to Guild Position.** An employee elected or appointed to an office in a local of the signatory organization which requires a part or all of his/her time shall be given a leave of absence of up to one (1) year without pay, upon application. This applies to only one employee at any given time.

**Section 2. Business Leave Bank.** The Guild will establish a business leave bank for Guild activity. The bank hours shall be established through the deduction of vacation hours only (excluding probationary employees). Up to two (2) hours annually may be deducted from each employee's leave account to fund the leave bank. The Employer agrees to administer the leave bank account, provided the Guild has the sole discretion to determine who may use the business leave bank and under what circumstances. The release of employees for Guild business leave shall not be unreasonably withheld. The employee shall provide the Employer with a minimum of five (5) days of notice. An employee on approved Guild business leave shall not be subject to discipline for going into a "no pay" status.

**Section 2a.** An employee selected by the Department of Adult and Juvenile Detention (DAJD) for temporary assignment of up to two (2) years in a facility other than a DAJD facility (including, but not limited to the State Academy, State Criminal Justice Training Commission, or the National Institute of Corrections), shall continue to be covered by Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, and 23 of this agreement.

An employee accepting a job with an outside agency which requires the employee to sign a personal services contract, shall be covered by the Articles of the Agreement listed in the prior paragraph. The following restrictions shall be placed on assignments that involve personal services contracts with outside agencies.

1. The County shall only approve personal service contracts where the job was posted and all interested, eligible persons were allowed to apply.

2. To be eligible for such assignment, the employee must have been a Correction Officer for at least three (3) years.

3. An employee is only eligible for such assignment once every six (6) years;

4. An employee returning from such assignment must wait at least six (6) months from

1 the time of his/her return to be eligible to be promoted to Sergeant.

2 Where allowable, for temporary assignments that do not involve a personal service contract,  
3 the County shall continue its practice of selecting employees to be assigned.

4 **Section 3. Guild Representatives.** The Department shall afford Guild representatives a  
5 reasonable amount of time while in on-duty status to consult with appropriate management officials  
6 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees  
7 contact their immediate supervisors, indicate the general nature of the business to be conducted, and  
8 request necessary time without undue interference with assignment duties. Time spent on such  
9 activities shall be recorded by the Guild representatives on a time sheet provided by the supervisor.  
10 Guild representatives shall guard against use of excessive time in handling such responsibilities.

**ARTICLE 5: HOLIDAYS**

**Section 1. Observed Holidays.** The Parties shall continue to observe the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(day of observance)
President's Day	(day of observance)
Memorial Day	(day of observance)
Independence Day	(July 4)
Labor Day	(day of observance)
Veteran's Day	(day of observance)
Thanksgiving Day	(day of observance)
The Friday following Thanksgiving Day	
Christmas Day	(December 25)

Holidays shall be observed in accordance with RCW 1.16.050, as amended.

**Section 2. Holiday Pay.** All employees shall take holidays on the day of observance unless their work schedule requires otherwise, in which event they shall either be paid for the holiday or, if mutually agreed to by the employee and management, may be scheduled the same as a vacation day. PERS I employees must use all their accrued holiday time prior to retirement.

**Section 3. Floating Holidays.** Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and the first of November of each year. These days can be used in the same manner as any vacation day earned.

**Section 4. Holiday Time Accrual.** An employee's paycheck will reflect the monthly accrual of holiday time.

**Section 5. Premium Holidays.** Employees whose work shift begins on the observed holidays set forth in Section 1 above, shall receive four (4) hours straight time pay in addition to the compensation described in Section 2.



**ARTICLE 6: VACATION**

**Section 1. Accrual Rates.**

A. Regular full-time employees working forty (40) hours per week, shall accrue vacation leave benefits as described in and further qualified by this section. Employees shall receive vacation leave benefits based on an hourly accrual rate for each hour in pay status exclusive of overtime up to the maximums indicated in the table below. Employees shall not be eligible to use or be paid for vacation leave until they have successfully completed their first year of service.

<u>Full Years of Service</u>	<u>Maximum Annual Leave in Days</u>
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

B. Part-time regular employees shall accrue vacation leave in accordance with the vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual rates shall be prorated (less overtime) to reflect his/her normally scheduled work week.

1           **C.** Employees eligible for vacation leave shall accrue vacation leave from their date of  
2 hire. Employees shall not use or be paid for vacation leave until it has accrued, and such use or  
3 payment is consistent with the provisions of this section.

4           **D.** Full-time regular employees may accrue up to sixty (60) days vacation leave per  
5 year. Part-time regular employees may accrue vacation leave up to sixty (60) days per year prorated  
6 to reflect their normally scheduled workweek. Such employees shall use vacation leave beyond the  
7 maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond  
8 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum  
9 amount unless the appointing authority has approved a carryover of such vacation leave because of  
10 cyclical workloads, work assignments or other reasons as may be in the best interest of the County.  
11 The maximum vacation accrual amount established in this paragraph shall apply to vacation accruals as  
12 of the effective date of this new benefit, as described in Section 1 (A) above.

13           **E.** Employees shall not be eligible to take or be paid for vacation leave until they have  
14 successfully completed their first year of County service. Employees who leave County employment  
15 prior to successfully completing their first year of County service shall forfeit and not be paid for  
16 accrued vacation leave. Full-time regular employees and part-time regular employees shall be paid for  
17 accrued vacation leave to their date of separation up to the maximum accrual amount if they have  
18 successfully completed their first year of County service. Payment shall be the accrued vacation leave  
19 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
20 mandatory withholdings.

21           **F.** No employee shall work for compensation for the County in any capacity during the  
22 time that the employee is on vacation leave.

23           **G.** Vacation leave may be used in fifteen (15) minute increments, at the discretion of  
24 the appointing authority.

25           **H.** In cases of separation from County employment by death of an employee with  
26 accrued vacation leave and who has successfully completed his/her first year of County service,  
27 payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's  
28 estate, or, in applicable cases, as provided for by state law, RCW Title 11.

I. If an employee resigns from County employment in good standing or is laid off and subsequently returns to County employment within two years from such resignation or lay off, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under paragraph A of this section.

**Section 1a. Vacation Scheduling.** Vacation preference requests for a period beginning April 1st and ending the following March 31st, must be received not later than the March 1st preceding the twelve (12) month period during which the vacation is being requested in order to receive scheduling preference. Vacation preference requests shall be granted based upon seniority within each shift, squad, or unit, provided that essential facility operations are properly staffed at all times. Employees shall be advised by April 1st regarding approval or disapproval of their requests.

Effective January 1, 2001 the number of vacation slots available for each shift shall be increased by one (1) day for each shift and facility shall be as follows:

**Seattle Jail**

First Shift	10
Second Shift	10
Third Shift	9
Fourth Shift	5
(Court Detail)	

**Kent Regional Justice Center**

First Shift	5
Second Shift	5
Third Shift	5
Fourth Shift	3

**Section 1b.** Vacation requests received after March 1st shall be considered and approved on the basis of date of request. Employees shall be advised within thirty (30) days of the date of the request as to approval or disapproval of the request.

**Section 1c.** Employees who are transferred involuntarily, and who have already had their vacation requests approved, will be allowed to retain that vacation period regardless of their seniority within the shift, squad, or unit to which they are transferred.

**Section 1d. Gainsharing.** The increased number of available vacation slots outlined in Selection 1a above is only guaranteed for 2001. During 2001, the Employer and the Guild shall meet to identify cost saving measures which will defray the costs of the additional one (1) day per shift reflected in Section 1. These costs savings are to be primarily considered with costs associated with the bargaining unit (as opposed to other DAJD employees or programs). If the parties are unable to

1 agree on a gainsharing program to defray the costs of the additional available slot, effective  
2 January 1, 2002 the available slots shall revert to 1999 levels (i.e. each shift and facility shall be  
3 reduced by one (1) day).

4 Prior to January 1, 2001, the Guild may request that the additional slots set forth in Section 1a  
5 above be reconfigured in a manner such that the additional availability would still be equal to the cost  
6 of the one (1) day at each shift and facility (i.e. the Guild may request that rather than one (1) day  
7 additional for the entire year, the allotment would be changed to two (2) additional days for thirteen  
8 (13) weeks out of the year).

9 **Section 2. Maximum Accrual and PERS I.** PERS I employees who retire will be paid up to  
10 a maximum of 240 hours of accrued vacation. Accrued amounts in excess of 240 hours must be used  
11 prior to the date of retirement or be lost.

12 **Section 3. Vacation Leave Transfers.** Employees in the bargaining unit shall be allowed to  
13 transfer vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as  
14 amended.

15 **Section 4. Transfers.** If an employee with approved vacation voluntarily transfers to another  
16 assignment at a time other than annual rotation, his or her vacation request shall be cancelled.  
17 Employees will be notified of this policy prior to approval of the transfer request. The employee must  
18 submit a new vacation request upon transfer. Such request will be evaluated based on vacation  
19 availability at the new assignment.

**ARTICLE 7: SICK LEAVE**

**A.** Full-time regular employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of 8.17 hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

**B.** During the first year of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full year, any vacation leave used for sick leave must be reimbursed to the county upon termination.

**C.** Sick leave may be used in thirty (30) minute increments, at the discretion of the appointing authority.

**D.** There is no limit to the hours of sick leave benefits accrued by an eligible employee.

**E.** Management is responsible for the proper administration of this benefit. Employees shall complete an absence request form on the first day back to work after an illness. Supervisors may require verification of any illness absence, consistent with the furnish proof Memorandum of Understanding. A letter from the employee's doctor may be required for this purpose. If family sick leave is used, a statement explaining the requirement for said leave shall be included with the absence request form. If verification of illness is required, the Employer will make a reasonable effort to inform the employee of the need for such verification prior to his/her return to work. Except in extraordinary circumstances, failure to notify an employee prior to his/her return to work, relieves the employee of the responsibility to provide medical verification of illness, if so requested.

"Extraordinary circumstances" for the purpose of this Article includes weekends or holidays where administrative staff is not on duty to evaluate sick leave use. In addition, after an absence of three (3) or more days, the County may require the employee to submit a FMLA/KCML certification for leaves that may qualify as family or medical leave pursuant to this Article.

**F.** Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the

employee as of the date of separation or termination. Should the employee resign in good standing or be laid off and return to County employment within two years, accrued sick leave shall be restored.

**G.** Usage for other employment injuries. Sick leave, because of an employee's physical incapacity will not be approved when the injury is directly traceable to simultaneous employment other than with the County of King, with the exception of work performed for the Guild.

**H.** Employees eligible to accrue sick leave and who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

**I.** Accrued sick leave may be used for the following reasons:

1. The employee's bona fide illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

2. The employee's incapacitating injury, provided that:

a. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

b. An employee may not collect sick leave for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County, with exception of any work performed for the Guild.

3. Exposure to contagious diseases and resulting quarantine.

4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

5. The employee's medical or dental appointments provided that the employee's appointing authority has approved the use of sick leave for such appointments.

6. To care for the employee's child or the child of an employee's domestic partner if the following conditions are met:

- a. The child is under the age of eighteen;
- b. The employee is the natural parent, stepparent, adoptive parent, legal guardian or other person having legal custody and control of the child;
- c. The employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work;
- d. The employee actually attends to the child during the absence from work.

7. Probationary Employees shall be entitled to use sick leave in the maximum amount of three days for each instance where such employee is required to care for immediate family members who are seriously ill. "Immediate Family," for purposes of family care, is as defined by the FMLA. There shall be no limit on the use of sick leave to care for children under paragraph I.6 of this section.

8. Employees may use sick leave to care for family members if:

a. The employee has been employed by King County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months. Provided further that the leave is for one of the following reasons:

i. The family member is the employee's spouse or domestic partner, the employee's parent, a parent of the employee's spouse or domestic partner provided that the family member has a serious health condition as defined by the King County Personnel Guidelines; or

ii. The birth of a child and care of the newborn child, or placement of the child by adoption or foster care; if the leave is taken within twelve (12) months of the birth, adoption, or placement;

**J. Part Time Accrual.** Every regular part-time employee shall accrue sick leave benefits proportionate to the employee's regular workday.

**K. Family Care and Bereavement Leave.**

1. Regular, full-time employees shall be entitled to three (3) days of bereavement leave per calendar year due to death of a member of the employee's immediate family.

2. Regular full-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a

1 member of the employee's immediate family.

2                   **3. Immediate Family for Purposes of Bereavement Leave.** Immediate family is  
3 construed to mean persons related by blood or marriage to an employee as follows: grandparent,  
4 parent, spouse, children, legally adopted child, sibling, grandchild, and any persons for whose financial  
5 or physical care of the employee is principally responsible.

6                   **4.** Written verification for family care may be required by management. If required,  
7 this verification will include: 1) nature and severity of illness or injury; 2) relationship of immediate  
8 family member; and 3) a statement indicating that no other person is available and/or capable of  
9 providing care for the ill or injured family member.

10                   **5. Federal Family and Medical Leave Entitlement.** As provided for in the Federal  
11 Family and Medical Leave Act of 1993, an eligible employee may take up to a combined total of  
12 twelve (12) weeks of leave for his/her own serious health condition (as defined by the Family Medical  
13 Leave Act of 1993) and for the birth or placement by adoption or foster care of a child, or for the  
14 serious health condition of an immediate family member (an employee's child, spouse or parent),  
15 within a twelve month period. To be eligible for leave under this Section K-5, an employee must have  
16 been employed by King County for twelve (12) months or more and have worked a minimum of one  
17 thousand, forty (1040) hours in the preceding twelve months. The leave may be continuous or  
18 intermittent.

19                   **6. King County Family Medical Leave Entitlement.** An employee may take up to a  
20 combined total of eighteen (18) weeks of unpaid leave for his/her own serious health condition (as  
21 defined by the King County Personnel Guidelines), and for family reasons as provided for in Section I-  
22 8 above, within a twelve (12) month period. To be eligible for leave under this Section K-6, an  
23 employee must have been employed by King County for twelve (12) months or more and have worked  
24 a minimum of one thousand, forty (1040) hours in the preceding twelve (12) months.

25                   **7.** The leave may be continuous (which is consecutive days or weeks), or intermittent  
26 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following  
27 conditions:

28                   **a.** When leave is taken after the birth or placement of a child by adoption or



1 foster care, an employee may take intermittently or on a reduced leave schedule only if authorized by  
2 the employee's appointing authority;

3                   **b.** An employee may take leave intermittently or on a reduced schedule when  
4 medically necessary due to a serious health condition of the employee or family member of the  
5 employee. If this leave is foreseeable based on planned medical treatment, the Department Director or  
6 his/her designee may require the employee to transfer temporarily to an available alternative position  
7 for which the employee is qualified and that has equivalent pay and benefits and that accommodates  
8 recurring period of leave.

9           **L. Accrued Leave Usage.** An employee must use all of his or her accrued sick leave and any  
10 donated sick leave before taking unpaid leave for his or her own health reasons. For a leave for family  
11 reasons, the employee shall choose at the start of the leave whether the particular leave would be paid  
12 or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside  
13 a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all of his  
14 or her sick leave may use accrued vacation leave before going on leave of absence without pay, if  
15 approved by his or her appointing authority, or as provided by Federal law. Use of donated leave shall  
16 be counted against the employee's leave entitlement under King County Family and Medical Leave.

17           **M.** In the application of any of the foregoing provisions, when a holiday or regular day off  
18 falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

19           **N. Worker's Compensation.** Employees injured on the job cannot simultaneously collect sick  
20 leave and worker's compensation payments greater than net regular pay of the employee.

21           **O. Concurrent Running of Leave.** To the extent permitted by law, the leaves outlined in this  
22 Agreement (including leave for industrial injury) shall run concurrently.

23           **P. Special Sick Leave.** All newly hired Corrections Officers shall be provided with thirty (30)  
24 days special sick leave, which shall be used only to supplement the employee's industrial insurance  
25 benefit should the employee be injured on the job during his or her first calendar year on the job. The  
26 special sick leave shall not be used until three (3) days of regular sick leave have been used for each  
27 instance of on the job injury. After the first three (3) days of leave, the employee must use special sick  
28 leave prior to using regular sick leave when on an FMLA qualified industrial injury leave. During the

1 second year of employment, and for all succeeding years, all Corrections Officers shall be provided  
2 with twenty (20) days special sick leave which shall only be utilized in the circumstances as herein  
3 described. Special sick leave is non-cumulative, but is renewable annually.

4 **Q. Organ donor leave.** Employees shall be eligible for organ donor leave consistent with King  
5 County Code 3.12.215.

6 **R. Sick Leave Transfers.** Employees in the bargaining unit shall be allowed to transfer sick  
7 leave in accordance with the provisions set forth in King County Code 3.12.223, as amended.

8 **S. In order to be eligible for Sick Leave,** an employee must inform his/her supervisor of the  
9 need for sick leave at least one (1) hour prior to the beginning of his/her shift.

10 **T. Sick Leave Incentive.** In January of each calendar year, employee sick leave usage will be  
11 reviewed. Regular, full-time employees who have used two (2) days or less of sick leave in the  
12 preceding calendar year shall be rewarded by having two days of additional hours credited to their  
13 vacation account. Employees who have used more than two (2) days but less than four (4) days of  
14 sick leave hours shall have one day credited to their vacation account. The additional vacation credits  
15 specified herein shall not affect accrued sick leave amounts.

1 **ARTICLE 8: WAGE RATES**

2 **Section 1.**

3 **a. 2004 Wage Rates. Corrections Officers and Sergeants.** Effective  
4 January 1, 2004, the base wage rates of bargaining unit members in effect December 31, 2003, shall be  
5 increased by ninety-five percent (95%) of the C.P.I. – W for All Cities Index (September 2002 through  
6 September 2003). In no event shall such increase be less than two percent (2%) or greater than six  
7 percent (6%). In addition, each bargaining unit member who was employed on January 1, 2004, will  
8 receive a one-time payment in the amount of two hundred dollars (\$200.00).

9 **b. 2005 Wage Rates. Corrections Officers and Sergeants.** Effective  
10 January 1, 2005, the base wage rates of bargaining unit members in effect December 31, 2004, shall be  
11 increased by ninety-five percent (95%) of the C.P.I. – W for All Cities Index (September 2003 through  
12 September 2004). In no event shall such increase be less than two percent (2%) or greater than six  
13 percent (6%).

14 **c. 2006 Wage Rates. Corrections Officers and Sergeants.** Effective  
15 January 1, 2006, the base wage rates of bargaining unit members in effect December 31, 2005, shall be  
16 increased by ninety-five percent (95%) of the C.P.I. – W for All Cities Index (September 2004 through  
17 September 2005). In no event shall such increase be less than two percent (2%) or greater than six  
18 percent (6%).

19 **Section 2. Work in Higher Classification.** Whenever an employee is assigned, in writing, by  
20 the Department Director or designee, to perform the duties of a higher classification, that employee  
21 shall be paid at the first step of the higher class or the next higher step that would constitute a  
22 minimum of five (5) percent over the salary received prior to the assignment, whichever is greater, for  
23 all time spent while so assigned. Sergeants working in the capacity of Acting Shift Commander shall  
24 be compensated at the rate of Step 5, of the Captain's pay range.

25 **Section 3. Lead Worker Pay.** Employees assigned, in writing, by the Department Director  
26 or designee to perform lead-worker duties, shall be compensated at a rate which is five (5) percent  
27 greater than their regular rate for all time so assigned.

28 **Section 4. Firearms Qualified Premium.** All bargaining unit employees that are gun

1 qualified shall receive a premium of three percent (3%) of base wage.

2       The Employer shall determine the number of employees that may be gun qualified. Provided  
3 however, that the Employer will not limit the number of Sergeants that may attempt to become  
4 qualified for the firearms premium. Further agreement on the subject of Firearms Re-Qualification is  
5 attached hereto as a Letter of Agreement.

1 **ARTICLE 9: OVERTIME**

2       **Section 1. Overtime Definition.** Overtime is that work which is directed by management.  
3 The parties acknowledge that it is the Department's policy to minimize the use of overtime and,  
4 further, that nothing in this Agreement shall be construed as a guarantee of overtime. Eligibility to  
5 work overtime shall be determined by the Department.

6       **Section 1a.** Within ninety (90) days of the completion of the ratification process of this  
7 collective bargaining agreement, the employer shall establish a policy regarding the application of  
8 overtime, which it may periodically amend. Said policy shall contain a provision that waives any caps  
9 contained in the policy, on an individual, shift by shift basis, when and where mandatory overtime is  
10 imposed.

11       **Section 2. Payment Rate.** Corrections Officers and Sergeants shall be paid at the rate of  
12 time-and-one-half (1-1/2) for all hours paid (with the exception of sick leave hours which shall not be  
13 counted toward overtime eligibility) in excess of their regularly scheduled shift, inclusive of a one-half  
14 (1/2) hour lunch period, or forty (40) hours and fifty (50) minutes per week, consistent with the other  
15 provisions of this Article.

16       Employees will be paid overtime for actual hours worked in excess of their regularly scheduled  
17 shift as long as the extra hours are performed consecutively (immediately before or after, with no  
18 break in time) to the work shift. Otherwise, the regularly scheduled weekly threshold will be used.

19       Overtime shall not be submitted or paid for work of less than eight minutes beyond a full shift.  
20 The County and the Guild agree that such time is *de minimus* and, therefore is not compensable under  
21 either the Fair Labor Standards Act or the Minimum Wage Act. For overtime worked of eight  
22 minutes or more, the following rules shall apply:

23               ? Eight minutes or more, up to 15 minutes, will be compensated as 15 minutes of  
24 overtime.

25               ? Sixteen minutes or more shall be compensated minute-for-minute.

26       The Court Detail and Special Assignments whose hours are generally M-F 0830-1630, shall be  
27 allowed to attend to doctors/medical appointments in increments of less than 8 hours and have said  
28 hours treated as "hours worked" for purpose of determining overtime eligibility.

**Section 3. Callout.** A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Callouts are mandatory, unscheduled/unexpected orders to return to work. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate. The provisions of this section apply only when an employee, without prior notice, is required to return to work during a time he/she is not scheduled to work. This does not include scheduled overtime, meetings, and training sessions requiring a return to work, provided that employees who are assigned to a shift in which the majority (i.e., five (5) hours) of working hours falls between 11:00 p.m. and 7:00 a.m. shall receive two (2) hours at time-and-one-half (1-1/2) for meetings and/or training sessions. If the callout is worked immediately prior to or immediately after the normal scheduled shift, such callout is considered a shift extension/or "consecutive hours" worked, not a callout. **Section 4. Overtime Authorization.** All overtime shall be authorized by the Department Director or his designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day. Requests for overtime must be submitted by the employee to his/her supervisor at the end of the shift in which the overtime was worked.

**Section 5. Court Appearances.** The following subsections depict the minimum compensation for court appearances, pretrial hearings, or conferences. Any additional time beyond the minimums will be compensated at the overtime rate, as appropriate, consistent with other provisions in this Article.

**A.** If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Officers/Sergeants will be compensated for the amount of time spent before or after their shift.

**B.** If a session starts two (2) or more hours before or after the shift, compensation will be for a minimum of four (4) hours at time and one-half.

**C.** Officers/Sergeants on scheduled furlough and subpoenaed for court or called in for court-related hearings, shall receive a minimum of four (4) hours overtime at the rate of time-and-one-half their regular rate of pay.

**D.** Officers/Sergeants who are called in for court while on their vacation shall be placed on a regular, i.e., straight time, pay status and compensated for a full day's pay. In addition,

1 their vacation accrual shall be credited with an additional vacation day.

2       **Section 6. Mileage Reimbursement for Court.** The current King County mileage rate will  
3 not be paid for attendance at King County Courts.

4       **Section 7. Workweek Definition.** For the purpose of calculating overtime compensation, the  
5 workweek shall be defined as beginning at 12:00 a.m. on Sunday of each week and continuing for a  
6 total of seven (7) consecutive days through 11:59:59 p.m. the following Saturday. Except as  
7 otherwise provided in this Section, the workday shall be defined as beginning with the first hour of  
8 work and continuing for a total of twenty-four (24) consecutive hours.

9       During weeks of training and annual rotation, the workday, for purposes of overtime  
10 calculation, shall commence at 12:00 a.m. and continue for twenty-four (24) hours thereafter during  
11 applicable workweeks.

12       **Section 8. Compensatory Time Plan.** In lieu of overtime pay, an employee may request, in  
13 writing, compensatory time at the rate of time-and-one-half for each hour of overtime that was  
14 worked, PROVIDED: all compensatory time must be authorized by Department management. Under  
15 normal conditions the following conditions will apply to the use of compensatory time:

16           **A.** A maximum of one hundred-twenty (120) non-replenishable total compensatory  
17 time hours per year may be accrued. It is allowable to carry over a prior year's accumulated  
18 compensatory time, without impact to the current year's ability to accumulate a non-replenishable 120  
19 hours, so long as no individual carries a balance in excess of the 120 hour threshold. For example, an  
20 employee could use a maximum of 240 compensatory time hours in any given year while only being  
21 allowed to accumulate a non-replenishable maximum of 120 "current year" hours.

22           **B.** Employees will not be allowed to take compensatory time if their unit is below  
23 minimum manpower and their absence must be covered by calling another employee in on overtime.

24           **C.** Accrued compensatory time may be paid off at the time-and-one-half rate at the  
25 discretion of management.

26           **D.** PERS 1 employees must use hours in excess of eighty (80) hours or be cashed out  
27 prior to retirement. The hours in excess of eighty (80) shall not be used to balloon the average final  
28 compensation of the PERS 1 employees.

1                   E. The County will provide a DOE on paychecks that will show the balance of accrued  
2 compensatory time on a monthly basis.

3                   F. With respect to the scheduling of compensatory time:

4                         1. The scheduling of compensatory time on a legal holiday or contract holiday  
5 is unduly burdensome and disruptive (under the FLSA) to the County's operation, and;

6                         2. The scheduling of compensatory time that was requested less than five (5)  
7 days in advance of the requested time is unduly burdensome and disruptive (under the FLSA) to  
8 County operations.

9                   Management's decisions in the application or granting of compensatory time shall not be  
10 subject to the provisions of Article 14, Grievance Procedure.

11                   **Section 9. Daylight Savings Adjustment.** The Department will pay one hour of overtime to  
12 all employees working a nine-hour shift during the fall daylight saving adjustment period. Employees  
13 working during the spring daylight saving time adjustment period will either take one hour of vacation  
14 or compensatory time, or one hour of leave without pay, to cover the reduction of their shift from  
15 eight hours to seven.



**ARTICLE 10: HOURS OF WORK**

**Section 1. Hours of Work.** The working hours of full-time Corrections Officers and Corrections Sergeants shall be the equivalent of forty (40) hours and fifty (50) minutes per week (except for those who are assigned to work 4/10's that total 40 hours and 40 minutes per week); provided that for the purposes of the Fair Labor Standards Act, the work schedule is based upon a twenty-eight (28) day cycle with a maximum of 171 hours pursuant to the 7(k) exemption.

**Section 2. Assignment of Work Schedules.** Except as otherwise provided in Article 9 and Article 10, Section 3, the establishment of reasonable work schedules and starting times is vested solely within the purview of department management and may be changed from time to time provided a two (2) week notice of change is given, except in those circumstances over which the Department cannot exercise control; provided the required two (2) week notification period shall not commence until the employee has received the verbal or written notification of the proposed change. In the exercise of this prerogative, department management will establish schedules to meet the dictates of the work load, however, nothing contained herein will permit split shifts.

**Section 2b. Schedule Changes Due to Training.** When it becomes necessary to alter work schedules due to training, the Department shall be required to provide notice as articulated above. In the event proper notice is not given, the affected employee shall have the option of refusing to attend the training.

**Section 3. Rest and Meal Periods.** There shall be provided to each on-duty employee, at employer expense, two fifteen (15) minute rest periods, inclusive of travel time, and a thirty (30) minute lunch break per shift, during which time the employee shall remain available for duty. One rest period shall be provided after approximately two (2) hours of the shift have elapsed, the other after approximately six (6) shift hours have elapsed. The lunch break and meal shall be provided at the approximate midpoint of the shift.

Employees shall be provided with meals when on-duty and assigned to work at the KCCF or RJC, per the terms of DAJD's "Travel, Meal and Mileage Reimbursement Policy" dated December 10, 1999. Employees are paid for the meal period and may be required to work during the meal period. The County makes no warranty as to the type or quality of the meals provided.

**Section 4. Briefing Time.** Corrections Officers and Sergeants may be required to report to work ten (10) minutes prior to the hour, or half-hour, as scheduled, for briefing, such time to be part of the daily work shift and compensated by the negotiated base wage rate. The County will limit the normal 10 minute roll call to 5 minutes to allow Officers additional travel time to their duty assignments.

1 **ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2       **Section 1.** King County presently participates in group medical, dental, and life insurance  
3 programs. The County agrees to maintain the level of benefits in these plans during the term of this  
4 Agreement, provided that the Guild and the County agree to incorporate changes to employee  
5 insurance benefits which the County may implement as a result of the agreement of the Joint Labor-  
6 Management Insurance Committee.

7       **Section 2. Medical coverage for retired employees.** The County will provide employees  
8 who retire an option of purchasing medical coverage if and to the extent that retiree medical coverage  
9 is offered through an agreement of the Joint Labor-Management Insurance Committee or the King  
10 County Code.

1 **ARTICLE 12: MISCELLANEOUS**

2       **Section 1. Mileage Reimbursement.** All employees who have been authorized by  
3 management to use their own transportation on County business shall be reimbursed at the rate  
4 approved by ordinance by the King County Council.

5       **Section 2. Uniforms.** Employees who suffer a loss or damage to personal property and/or  
6 clothing worn on the body in the line of duty will have same repaired or replaced at Department  
7 expense, not to exceed \$150.00. The Department has the right to change any or all of the uniforms  
8 worn by its employees.

9       On each April during the duration of this Agreement, employees shall be furnished with  
10 vouchers worth three hundred fifty dollars (\$350.00) for the purpose of purchasing authorized  
11 uniforms and authorized related items.

12       Employees shall be responsible for wearing only authorized uniforms in appropriate condition.

13       In lieu of the above voucher, employees assigned to the Internal Investigations Unit and the  
14 “Escape” Sergeant shall receive six hundred dollars (\$600.00) in an accountable program for the  
15 purchase of authorized appropriate clothing.

16       **Section 3. Limited Duty.** Employees who are injured and temporarily disabled may be  
17 allowed to work in a “light duty” status while recovering, consistent with County policy, if such  
18 assignment is approved by the Director or his/her designee, for such time as the Director or his/her  
19 designee authorizes such duty.

20       **Section 4. Promotional Examinations.** King County will adhere to the King County  
21 Personnel Guidelines when conducting promotional examinations within the Corrections bargaining  
22 unit and King County will consult and confer with a Department joint labor/management committee to  
23 develop promotional exams within the Corrections bargaining unit.

24       **Section 5. Employee Files.** Any/all employee files, except the “background” file, shall be  
25 available for review by the employee upon request during normal business hours. No information will  
26 be placed in these files without the employee’s prior knowledge.

27       **Section 6. Jury Duty.** An employee required by law to serve on jury duty shall continue to  
28 receive salary and shall be relieved of regular duties for the period of time so assigned to jury duty.

1 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the financial  
2 manager for the Department of Adult and Juvenile Detention.

3 When an employee is notified to serve on jury duty, he/she will inform the Administrative  
4 Sergeant as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
5 absence from regular duties. The Administrative Sergeant will ensure that the employee is relieved of  
6 regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty and will  
7 reassign the staff member to the 1st shift, with Sunday/Saturday furloughs for the week(s) assigned to  
8 jury duty.

9 When released by the Court for the day, and/or when the total required assignment to jury duty  
10 has expired, the employee will report to the 1st Shift Commander for either assignment to 1st Shift or  
11 Court Detail until the end of the week, when he or she should return to normal shift and furloughs,  
12 PROVIDED: there must be a minimum of sixteen (16) hours between the time the employee is  
13 dismissed from jury duty and the time he/she must report to normal shift and furloughs.

14 **Section 7. Military Leave.** The Department will adhere to all federal laws and regulations  
15 concerning military leave. However, the employee has the obligation to notify the Department, at the  
16 earliest possible date, regarding military service and training. Employees are required to submit to the  
17 Department a copy of all applications for military training, simultaneous with the employee's submittal  
18 of the application to the military. Employees are expected to provide the Department with the dates of  
19 weekend drills and other scheduled periods of military service as soon as the employee is notified of  
20 such dates. Failure to comply with the Department's notification procedures may result in discipline  
21 or in denial of the requested leave, unless prohibited by federal or state law.

22 **Section 8. Language Translation.** Employees who translate a language in the work place  
23 identified by management as a language for which translation activity is necessary shall be paid five  
24 hundred dollars (\$500) per year. The stipend shall be paid to eligible employees in April of each year.  
25 Eligible employees shall be required to pass a language proficiency test administered by the County.  
26 The employer retains the discretion to determine the number of employees that may qualify for the  
27 premium.

28 **Section 9. Resignations.** The process for submitting and updating notices of resignations by

1 Guild members shall be as follows: The member provides notice of resignation (via O/R, County  
2 termination form or other means). The Department will acknowledge receipt and acceptance of the  
3 resignation in writing (email will suffice). When the receipt and acceptance has been sent, the  
4 employee will no longer have a right to rescind the resignation, but any request to extend or rescind  
5 will be treated as a request for reinstatement under reinstatement standards as set out in the County  
6 Personnel Guidelines. PROVIDED, the Department shall not disapprove an extension of resignation  
7 date or a reinstatement when such is requested for the sole purpose of meeting DRS service  
8 requirements for eligibility for retirement, UNLESS just cause exists to do so.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2       **Section 1. Definition:** Grievance - a dispute as to the interpretation or application of an  
3 express term of this Agreement. Written reprimands are not subject to Step 4 of the grievance  
4 procedure outlined in this Article.

5       **Section 2. Procedure:**

6               **Step 1 -Major:** A grievance shall be presented in writing by the aggrieved employee  
7 and his/her representative, including but not limited to the legal advisor and/or shift representative if  
8 the employee wishes, within 14 calendar days of the occurrence of such grievance, to the Major for  
9 investigation, discussion, and written reply. The Major shall make his/her written decision available to  
10 the aggrieved employee within twenty (20) working days. If the grievance is not resolved, it shall be  
11 advanced to the next step in the grievance process within ten (10) working days.

12               **Step 2 – Department Director:** If after thorough evaluation, the decision of the Major  
13 has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to  
14 the Department-Director. All letters, memoranda, and other written materials previously submitted to  
15 the Major shall be made available for the review and consideration of the Department Director.  
16 He/she may interview the employee and/or his/her representative and receive any additional related  
17 evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written  
18 decision available within twenty (20) working days. If the grievance is not resolved, it shall be  
19 advanced to the next step in the grievance process within ten (10) working days.

20               **Step 3 - Office of Human Resources Management:** If the decision of the Department  
21 Director has not resolved the grievance, the grievance may be presented to the Office of Human  
22 Resources Management, which shall render a decision on the grievance within twenty (20) working  
23 days.

24               **Step 4 - Request for Arbitration:** Either the County or the Guild may request  
25 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it  
26 wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In  
27 the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected  
28 from a panel of nine (9) arbitrators furnished by the American Arbitration Association. The arbitrator

1 will be selected from the list by both the County representative and the Guild, each alternately striking  
2 a name from the list until one name remains. The arbitrator, who shall conduct the arbitration in  
3 accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render a decision in  
4 accordance with those rules and the decision of the arbitrator shall be final and binding on both parties.  
5 The Parties shall bear the cost of their own attorneys' fees and costs, regardless of the outcome of the  
6 arbitration.

7 The arbitrator shall have no power to change, alter, detract from or add to, the provisions of  
8 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement  
9 in reaching a decision.

10 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear  
11 the cost of any non-employee witnesses appearing on that party's behalf.

12 No matter may be arbitrated which the County by law has no authority over, or has no  
13 authority to change.

14 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

15 Time restrictions may be waived by consent of both parties.

16 **Section 3. Letters of Corrective Counseling.** Letters of corrective counseling are not  
17 examples of discipline. An employee who receives a letter of corrective counseling may, within five  
18 (5) days of receipt of the letter, request a meeting with his or her captain to discuss the Letter of  
19 Corrective Counseling. Within ten (10) days of such meeting, the captain will notify the employees of  
20 whether or not the Letter of Corrective Counseling will stand as is, be modified or be rescinded. The  
21 letter shall be removed from all files and shall not be considered for any reason one (1) year after the  
22 incident giving rise to the Letter of Corrective Counseling, provided no further incidents of similar  
23 conduct have occurred, provided further that should the letter concern harassment or discrimination,  
24 the employee must request removal after one (1) year and such requests shall not be unreasonably  
25 withheld.

26 **Section 4. Multiple Procedures.** If employees have access to multiple procedures for  
27 adjudicating grievances, the selection by the employee of one procedure will preclude access to other  
28 procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance



1 procedure.

2       **Section 5. Just Cause/Progressive Discipline.** No employee may be discharged, suspended  
3 without pay, or disciplined in any way except for just cause, provided that this provision may be  
4 modified by other provisions in this contract. Just cause shall be defined as cause which is based upon  
5 reasonable grounds and must be a fair and honest cause or reason, regulated by good faith. In  
6 addition, the County will employ the concept of progressive discipline in appropriate cases. The  
7 County's policy is that discipline is corrective, rather than punitive in nature. It is understood that  
8 there may be egregious cases that result in discharge, disciplinary transfer or other disciplinary action  
9 that do not require corrective action.

10       **Section 6 Probationary Employees.** All newly hired and promoted employees must serve a  
11 probationary period. The probationary period is an extension of the hiring process, the provisions of  
12 this Article will not apply to employees if they are discharged during their initial probationary period  
13 for performance related issues. Grievances brought by probationary employees involving issues other  
14 than discharge or demotion may be processed in accordance with this Article.

1 **ARTICLE 14: FURLOUGH AND SHIFT ASSIGNMENTS**

2       **Section 1. Request for Shift Change.** Employees who desire to change their current shift or  
3 furlough assignment may request the same by submitting a written request to their immediate  
4 supervisor.

5       **Section 2. Annual Rotation.** Employees who desire a change in shift or furlough assignment  
6 to be effective at the annual rotation period and to cover the following year shall submit a request for  
7 change at least two months prior to the date of the annual rotation.

8       All requests shall be considered, and a determination made on the basis of the operational  
9 needs of the Department, the seniority of the employee and his/her classification and previous furlough  
10 assignments, provided that all three preferences for furlough assignments submitted by a senior  
11 employee shall be considered prior to granting preference of a more junior employee.

12       In addition, Employees may request a particular facility consistent with this section, current  
13 practice as outlined in the Memorandum of Understanding dated June 21, 1999, and the protocol  
14 dated attached hereto. Management will review facility requests at least once every four (4) months.  
15 All requests for a particular facility may be denied based on operational needs.

16       **Section 3. Shift Changes Other Than Annual Rotation.** Requests for change at a time  
17 other than the annual rotation period shall be processed according to the provisions outlined in  
18 "Transfer Request Procedures" received April 11, 2000. All requests shall be reviewed whenever a  
19 group (defined as one or more corrections officers) has completed training and is eligible for  
20 placement with a review conducted a minimum of four times per year.

21       **Section 4. Management Decisions.** Management decisions regarding requests for shift  
22 change or furlough assignment shall not be subject to the grievance procedure beyond the Department  
23 Director level and the Director's decision shall be final.

24       **Section 5. Probationary Employees.** All probationary employees, either new hires or  
25 promotional, shall be subject to mandatory shift/assignment rotation during the probationary period.

26       **Section 6. Involuntary Transfers.** If an employee is transferred or reassigned involuntarily  
27 and such transfer or reassignment provides significant hardship on the employee or his/her family due  
28 to transportation problems, expense or other factors, the Department will give full consideration to

1 these factors and respond to viable alternatives proposed by the employee or the Guild.

2       **Section 7. Special Assignments.** All special assignments shall be made at the discretion of  
3 management with seniority being but one factor. Advance notice of all special assignments shall be  
4 posted and all interested Officers will be allowed to apply. Special assignments are defined as, but not  
5 limited to, any non-supervisory assignment, other than the normal rotating shift assignment; provided,  
6 however, that such assignment(s) shall not exceed two years except in bona fide emergencies as  
7 determined by the Director. Sergeants assigned to IIU, SIU, or SOP shall be selected, at  
8 management's complete discretion, after an announced job posting. The employer may assign any  
9 employee to these assignments, whether or not the assigned employee has applied for the assignment.  
10 Assignments in IIU, SIU and SOP shall last for thirty-six (36) months. The time in IIU or SIU may be  
11 extended to three (3) additional months if the assigned Sergeant is needed to complete an ongoing  
12 investigation. A Sergeant who has served in IIU or SIU may be temporarily reassigned to IIU or SIU  
13 at the employer's discretion.

14       **Section 8. Acting Shift Commander's Protocol.** Acting Shift Commanders shall be  
15 appointed to cover for an absent regular Shift Commander (Captain) on a shift-by-shift basis, when  
16 there is no other Captain available or when all available Captains have exercised the right of refusal to  
17 work the shift for the absent regular Shift Commander on overtime.

18       Consideration in the selection of Acting Shift Commanders shall first be given to regularly  
19 assigned Sergeants from the shift requiring an Acting Shift Commander and before Sergeants assigned  
20 from another shift; and the position shall be rotated giving equal opportunity to each regularly  
21 assigned Shift Sergeant on the affected shift.

22       Acting Shift Commanders shall be expected to perform the same duties as those of a regular  
23 Shift Commander.

24       **Section 9. Third Shift Weekend Shift Commander's Protocol.** When a regular Shift  
25 Commander is on duty at the Seattle Division and one Sergeant is assigned to the RJC, the KCCF  
26 Shift Commander is required to physically visit the RJC during normal third shift hours. In the event  
27 there are two regularly assigned Sergeants on duty at the RJC, one will become an Acting Shift  
28 Commander.

**Section 10. Nepotism.** The County and the Union agree to meet in a Labor-Management Committee setting to attempt to agree on an anti-nepotism policy. If the parties cannot agree on a policy in this setting, then the anti-nepotism policy that was negotiated in the prior labor agreement will be implemented within 30 days from the point at which either side withdraws from the discussion of this topic in the Labor-Management Committee.

**ARTICLE 15: FIREARMS**

The Department will make available up to two hundred and fifty (250) rounds of practice ammunition per month for any authorized caliber weapons for each gun qualified corrections Officer/Sergeant, provided the Officer/Sergeant uses this ammunition at a range under supervised conditions. The Officer/Sergeant will turn in used brass after each practice.

**ARTICLE 16: BULLETIN BOARDS**

**Section 1. Postings.** The employer agrees to permit the Guild to post on County bulletin boards, the announcement of meetings, election of officers, and any other Guild material which is not prohibited by state law or County ordinance.

**Section 2. Job Announcements.** Job announcements will be posted on appropriate bulletin boards.

1 **ARTICLE 17: TRAINING AND EDUCATION REIMBURSEMENT**

2       **Section 1. Educational Reimbursement.** The Employer agrees to reimburse employees for  
3 the cost of tuition and books when courses are taken at an accredited institution, provided that such  
4 courses are related to the field of criminal justice and the employee receives a grade of “C” or better.

5       **Section 2. Special Schools/Temporary Assignments.** Notice of special schools, training  
6 opportunities and temporary assignments will be posted and all interested and qualified employees will  
7 be allowed to apply prior to selection of the candidate(s). The Department will consider the job  
8 performance, supervisory recommendations and special expertise in making its selection. The Director  
9 shall have final approval of all selections for special schools, training opportunities and temporary  
10 assignments and such decisions shall not be grievable beyond Step 3 (Department Director).

**ARTICLE 18: PAST PRACTICE**

The parties agree that this agreement will constitute the whole and entire agreement between the parties. Further, that any past practice which is not specifically and expressly contained within the terms of this agreement will be considered abolished and will no longer be considered a precedent.



**ARTICLE 19: SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1. No Work Stoppage.** The employer and the Guild agree that the public interest  
3 requires efficient and uninterrupted performance of all County services, and to this end, pledge their  
4 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, King County  
5 Corrections Guild shall not cause or condone any work stoppage, including any strike, slowdown, or  
6 refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other  
7 interference with County functions by employees under this Agreement and should same occur, King  
8 County Corrections Guild agrees to take appropriate steps to end such interference. Any concerted  
9 action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above  
10 activities have occurred.

11       **Section 2. Guild Responsibility.** Upon notification in writing by the County to King County  
12 Corrections Guild that any of its members are engaged in a work stoppage, the Guild shall  
13 immediately, in writing, order such employee to immediately cease engaging in such work stoppage  
14 and provide the County with a copy of such order. In addition, if requested by the County, a  
15 responsible official of the Guild shall publicly order such employees to cease engaging in such a work  
16 stoppage.

17       **Section 3. Penalties.** Any employee who commits any act prohibited in this article will be  
18 subject to the following action or penalties:

- 19               1. Discharge.
- 20               2. Suspension or other disciplinary action as may be applicable to such employee.
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**ARTICLE 21: WAIVER CLAUSE**

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

1 **ARTICLE 22: REDUCTION-IN-FORCE**

2       **Section 1. Order of Layoff.** Employees laid off as a result of a reduction in force shall be  
3 laid off according to seniority within the Department of Adult and Juvenile Detention and  
4 classification, with the employee with the least time being the first to be laid off. In the event there are  
5 two or more employees eligible for layoff within the Department with the same classification and  
6 seniority, the Department Director will determine the order of layoff based on employee performance.

7       **Section 2. Demotion in Lieu of Layoff.** In lieu of layoff, a regular or probationary employee  
8 may request, and shall be granted, demotion to a position in a lower classification formerly held within  
9 the Department, thereby filling the position (i.e., bumping) held by the employee with the least  
10 seniority in the lower classification; provided that the employee requesting demotion (i.e., exercising  
11 his/her right to bump) has more seniority in the Department than the employee who is being bumped.  
12 Employees may only bump into other jobs within the bargaining unit.

13       **Section 3. Recall.** The names of laid off employees will be placed in inverse order of layoff  
14 on a Re-employment List for the classification previously occupied. The Re-employment List will  
15 remain in effect for a maximum of two years or until all laid off employees are rehired, whichever  
16 occurs first.

1 **ARTICLE 23: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated, shall become effective on  
3 January 1, 2004, and shall continue in full force and effect through December 31, 2006.

4 Contract negotiations for the year 2007 may be initiated by either party by providing to the  
5 other party written notice of its desire to begin negotiations, provided that such negotiations may not  
6 commence sooner than May 15, 2006.

7  
8 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

9  
10  
11  
12 By \_\_\_\_\_

13 King County Executive

14  
15  
16  
17 SIGNATORY ORGANIZATION:

18  
19  
20 \_\_\_\_\_  
21 King County Corrections Guild